



PRINTED NAME OF BIDDER

FOREIGN AUTO/LIGHT TRUCK - BODY & ENGINE PARTS AND REPAIRS

Invitation to Bid No. 119670

Issued: May 14, 2012

PURCHASING BUREAU CONTACT: Tymothi Howard, Purchaser, 585-428-7219

BID OPENING: Tuesday, May 22, 2012 at 11:00 a.m.

Sealed bids are to be returned to the Office of the Purchasing Agent, City Hall Room 105A, Rochester, NY 14614, prior to bid opening, at which time and place all bids will be opened, read and recorded.

The bidder's attention is directed to the General Conditions and Instructions to Bidders which appears immediately following this title page and is incorporated into the bidding document and contract by reference.

CONTRACT CHARACTERISTICS

(For definitions or explanations, see General Conditions)

Type of Contract: TERM CONTRACT, ONE YEAR WITH OPTION TO EXTEND

Bid Deposit Requirement: NONE

Performance Security Requirement: NONE

Insurance Requirement: NONE

Samples Requirement: NONE

Descriptive Literature/Technical Data Requirement: PRICE LIST PER SECTION 2.4.1

BIDDERS: Please note that prices, company identification and authorized signature are to be entered on the Proposal which appears at the end of the specifications.



1. SCOPE

1.1 The intent of these specifications is to establish contracts for

1.1.1 OEM Parts or acceptable equal

1.1.2 Parts and Repairs

1.1.3 Vendors may bid on one or as many lines as they service.

1.1.4 This contract is being established for the convenience of the City of Rochester to be able to obtain the parts and services identified on an as needed basis. The City can make no guarantee at this time that any purchase will be made for any of the vehicle lines identified over the course of the contract.

1.2 The contract will be for the following foreign vehicle lines:

1.2.1 Acura

1.2.2 Honda

1.2.3 Hyundai

1.2.4 Infinity

1.2.5 Isuzu

1.2.6 Lexus

1.2.7 Mazda

1.2.8 Mitsubishi

1.2.9 Nissan

1.2.10 Saab

1.2.11 Toyota

1.2.12 Kia

1.2.13 Volkswagen

1.2.14 BMW

1.2.15 Suzuki

1.2.16 Mercedes

1.2.17 Audi

1.2.18 Jaguar

1.2.19 Land Rover

1.2.20 Mini

1.2.21 Scion

1.2.22 Subaru

1.2.23 Volvo

1.3 The "**OEM Parts**" section is for parts-only purchases. Parts for replenishing City stock shall be ordered only under the "OEM Parts" sections of this contract.

1.4 The "**Parts and Repairs**" section is designed to provide occasional technical and/or work overload support to the City. The majority of the City's automobile fleet will continue to be repaired by City personnel.

1.5 Repair or replacement parts to be furnished under the "Parts and Repairs" sections of this contract shall be only those parts necessary to complete the repairs on vehicles while in the contractor's shop. No parts will be ordered for replenishing City inventories or for vehicles which are being repaired in City shops or by others.

2. REQUIREMENTS

2.1 DELIVERY AND RETURN OF VEHICLES FOR SERVICE

If the successful bidder maintains a local repair facility within twenty (20) miles driving distance from the City limits, the City will deliver the vehicles to be repaired and will pick them up when repairs are completed. If no such local facility is maintained by the bidder, the bidder shall be responsible for pickup and delivery of vehicles from any specified City-owned facility.

2.2 SERVICE TIME

2.2.1 Minor repairs/service

Minor repairs/service shall include all repairs other than any major drive train work such as engine tear-down or replacement, rear end disassembly, etc. All minor repairs shall be completed within 72 hours after delivery or pick up of the vehicle.

2.2.2 Major Repairs

Major repairs including major drive train work shall be completed within five (5) working days after delivery or pick up of the vehicle.

2.2.3 Determination of Repair Category

Except as specified above, the determination of major or minor repair categories shall be made in a reasonable manner by the City of Rochester.

2.3 DELIVERY GUARANTEE

- 2.3.1 For all items which are normally stocked by the contractor, delivery shall be made within five (5) days of receipt of order.
- 2.3.2 If delivery cannot be made within the allotted time, purchase may be made on the open market pursuant to paragraph 35 of the General Conditions and Instructions to Bidders.
- 2.3.3 All orders shall be priced FOB destination.
- 2.3.4 For emergency orders, agency may request shipment by other than normal method. The difference in transportation charges will be borne by the ordering agency. Such charges should be shown separately on the claim voucher.
- 2.3.5 Delivery of emergency items shall be made immediately.
- 2.3.6 Agency shall be accorded "over-the-counter" service.

2.4 INFORMATION WITH BID

- 2.4.1 One (1) complete current price lists must be included with the bid. Bidders should submit price lists on an Excel Spreadsheet, 1997-2003 (.xls) format on CD-ROM. Bidders unable to submit price lists electronically must submit hardcopies.**
- 2.4.2 Immediately upon award, the bidder must submit one (1) current copies of the manufacturer's parts price list for which he/she is submitting a bid.
- 2.4.3 Upon request, contractor(s) shall assist the using agency in the use of the price list.

3. GUARANTEES

- 3.1 The Bidder guarantees that the replacement parts offered are genuine standard new stock product specifically designed and manufactured for use with original equipment, and are identical in all respects to original equipment manufacturer's replacement parts; also, that no part shall be substituted contrary to the manufacturer's recommendation. Every replacement part delivered shall be guaranteed against faulty material and workmanship in accordance with the manufacturer's standard warranty. Any faulty part shall immediately be replaced by the contractor without any cost to the City.

- 3.2 In the event a specified manufacturer's part listed hereunder becomes unavailable or cannot be installed by the contractor for any other reason, a product deemed by the Purchasing Agent or his designee to be the equal of the specified commodity must be substituted by the contractor, at no additional cost.
- 3.3 All work is to be fully guaranteed for a period of ninety (90) days. Defective workmanship and/or parts are to be replaced by the contractor within forty-eight (48) hours after proper notification is given by the using agency.

4. QUALIFICATION OF BIDDERS

- 4.1 In addition to all items specified under paragraph 23 of the General Conditions and Instructions to Bidders, the City may consider the following in determining a bidder's responsibility:
 - 4.1.1 That the Bidder has in operation a parts and service facility adequate for and actively engaged in the services specified hereunder.
 - 4.1.2 That the Bidder employs qualified personnel to render prompt, efficient and quality service.
 - 4.1.3 That the bidder is a manufacturer's authorized parts and/or service facility.
 - 4.1.4 Previous performance under City contracts, or contracts of sufficient and comparable size with other customers.
- 4.2 The City of Rochester may inspect the Bidder's facility and require submittal of such additional information as may be requested to verify the Bidder's responsibility.
- 4.3 MANUFACTURER'S CERTIFICATION
 - 4.3.1 If requested, bidder must submit a certificate executed by the manufacturer, stating that he is an authorized agent, dealer or distributor of the manufacturer.
 - 4.3.2 The City requires that the bidders honor the manufacturer's parts warranty.
 - A. The City will return the part with the original invoice information. The vendor will credit the part and the City will purchase the replacement part.
 - B. If applicable, please provide all warranty exceptions.

5. CONTRACT PERIOD

- 5.1 It is the intention of the City to enter into a contract for a term of approximately one (1) year, commencing upon the date of Contract Award and ending on April 30, 2013.
- 5.2 The City may extend the contract under the same terms and conditions for two (2) additional (1) year periods or less from the date of expiration, provided such extension is mutually agreeable to the City and the contractor.

6. LABOR CEILINGS/APPROVALS

- 6.1 The hours of labor for each repair charged to the City of Rochester shall not exceed the time allowed by the current Chilton Foreign Time Guide or Motor Foreign Parts and Time Guide.
- 6.2 On any repairs exceeding \$200.00, the contractor shall notify the Fleet Services Manager or designee of the nature of the repairs, the number of hours estimated and the parts required. Upon such notification the Fleet Services Manager will either:
 - 6.2.1 Authorize the repair
 - 6.2.2 Reduce the scope of the repair
 - 6.2.3 Not authorize the repair and remove the vehicle from the vendor's facilities.

7. PRICE

7.1 LABOR

The price for each repair will be determined by multiplying the number of hours of labor by the hourly rate quoted herein, subject to limitations prescribed in Section 7 of these specifications.

7.2 PARTS PRICE CHANGES

Contractor shall notify the Purchasing Agent in writing a minimum of two (2) weeks prior to implementing manufacturer's revision of the price lists and shall submit two (2) copies of the prices. The new lists will become effective immediately upon approval. Requests for price revisions shall not be submitted or approved more often than every three (3) months commencing on the date of award.

8. INVOICES AND PAYMENT

8.1 Payment will be based on any invoice used in the contractor's normal course of business. However, payment will not be made unless the invoice is clearly legible and contains at a minimum all of the following information:

- A. Accurate item description
- B. Catalog number of the item
- C. Quantity
- D. Unit price per item
- E. Net total cost to the City after discount
- F. City contract number
- G. Date of delivery
- H. Location of delivery

8.2 The responsibility to submit a properly completed invoice rests entirely with the contractor. Failure to submit a properly completed invoice will result in rejection of a claim for payment.

9. METHOD OF AWARD

Awards will be made to responsible bidders by Group based upon:

- 9.1 OEM PARTS ONLY: The greatest discount offered from the current parts price schedule.
- 9.2 PARTS AND REPAIRS: The lowest hourly labor rate.

10. QUANTITIES

- 10.1 Quantities are indefinite. Contract shall be for the actual quantities ordered during the contract period.
- 10.2 The City reserves the right to advertise for unanticipated requirements of substantial quantities in the best interests of the City, at the discretion of the Purchasing Agent.
- 10.3 In the event satisfactory bids are not received, the Purchasing Agent reserves the right to consider alternate proposals containing deviations from City specifications. Bidders shall explain in detail where such alternatives deviate from or qualify the terms of the proposal and specifications as issued.

11. NON-COLLUSIVE BIDDING CERTIFICATION

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief:

- 11.1 The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor.
- 11.2 Unless otherwise required by law, the prices which have been quoted in this bid have not knowingly been disclosed by the bidder and will not knowingly be disclosed prior to the opening, directly or indirectly, to any other bidder or to any competitor.
- 11.3 No attempt has been or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

12. POLITICAL SUBDIVISIONS

Bidders should note that other political subdivisions with which the City has entered into municipal cooperation agreements, may participate in the contract resulting from this bid award. Use of this contract by any other political subdivision must be coordinated between that subdivision and the contractor. The City will have no responsibility for any such purchases and will have no other role than to notify the other political subdivisions that this contract is available to them for purchases.

13. REJECTION OF BIDS

- 13.1 The City of Rochester reserves the right to reject any and all bids or proposals if the best interest of the City of Rochester will be served by such action.
- 13.2 The Purchasing Agent reserves the right to reject any bid that is unrealistic or where a disproportionate unit cost is proposed.
- 13.3 The Purchasing Agent reserves the right to reject any bidder who proposes an unacceptable product or cannot prove to the satisfaction of the City its ability to execute the terms and conditions of this contract.

P R O P O S A L

The undersigned bidder hereby agrees to furnish the goods or services specified and to otherwise fully meet all terms, conditions, and specifications contained in this Invitation to Bid without exception, unless exceptions are clearly noted in this proposal. SIGNATURE MUST BE THAT OF THE BIDDER OR OF AN EMPLOYEE OR AGENT AUTHORIZED TO SIGN ON BEHALF OF THE BIDDER.

GROUP 1 - OEM PARTS (OVER THE COUNTER)

<u>Vehicle Line</u>	<u>Discount</u>	<u>Parts Price Book # and Date</u>
1. ACURA	_____ %	_____
2. HONDA	_____ %	_____
3. HYUNDAI	_____ %	_____
4. INFINITY	_____ %	_____
5. ISUZU	_____ %	_____
6. LEXUS	_____ %	_____
7. MAZDA	_____ %	_____
8. MITSUBISHI	_____ %	_____
9. NISSAN	_____ %	_____
10. SAAB	_____ %	_____
11. TOYOTA	_____ %	_____
12. KIA	_____ %	_____
13. VW	_____ %	_____

 Authorized Signature

 Typed Name and Title of Authorized Signer

 Typed Name of Company

(Continued through Page 9)

P R O P O S A L - continued

The undersigned bidder hereby agrees to furnish the goods or services specified and to otherwise fully meet all terms, conditions, and specifications contained in this Invitation to Bid without exception, unless exceptions are clearly noted in this proposal. SIGNATURE MUST BE THAT OF THE BIDDER OR OF AN EMPLOYEE OR AGENT AUTHORIZED TO SIGN ON BEHALF OF THE BIDDER.

GROUP 1 - OEM PARTS (OVER THE COUNTER) - continued

<u>Vehicle Line</u>	<u>Discount</u>	<u>Parts Price Book # and Date</u>
14. BMW	_____ %	_____
15. SUZUKI	_____ %	_____
16. MERCEDES	_____ %	_____
17. AUDI	_____ %	_____
18. JAGUAR	_____ %	_____
19. LAND ROVER	_____ %	_____
20. MINI	_____ %	_____
21. SCION	_____ %	_____
22. SUBARU	_____ %	_____
23. VOLVO	_____ %	_____

TOTAL INVENTORY OF PARTS FOR EACH GROUP BEING BID: \$ _____

Authorized Signature

Typed Name and Title of Authorized Signer

Typed Name of Company

(Continued through Page 10)

GROUP II - PARTS AND REPAIRS

<u>Vehicle Line</u>	<u>Parts Price Book Discount</u>	<u>Labor Guide # and Date</u>	<u>Hourly Issue Name/Date</u>	<u>Labor Rate</u>
24. ACURA	_____ %	_____	_____	\$_____
25. HONDA	_____ %	_____	_____	\$_____
26. HYUNDAI	_____ %	_____	_____	\$_____
27. INFINITY	_____ %	_____	_____	\$_____
28. ISUZU	_____ %	_____	_____	\$_____
29. LEXUS	_____ %	_____	_____	\$_____
30. MAZDA	_____ %	_____	_____	\$_____
31. MITSUBISHI	_____ %	_____	_____	\$_____
32. NISSAN	_____ %	_____	_____	\$_____

 Authorized Signature

 Typed Name and Title of Authorized Signer

 Typed Name of Company

(Continued through Page 11)

P R O P O S A L – continuedGROUP II - PARTS AND REPAIRS – continued

<u>Vehicle Line</u>	<u>Parts Price Book Discount</u>	<u>Labor Guide # and Date</u>	<u>Hourly Issue Name/Date</u>	<u>Labor Rate</u>
33. SAAB	_____ %	_____	_____	\$_____
34. TOYOTA	_____ %	_____	_____	\$_____
35. KIA	_____ %	_____	_____	\$_____
36. VOLKSWAGEN	_____ %	_____	_____	\$_____
37. BMW	_____ %	_____	_____	\$_____
38. SUZUKI	_____ %	_____	_____	\$_____
39. MERCEDES	_____ %	_____	_____	\$_____
40. AUDI	_____ %	_____	_____	\$_____
41. JAGUAR	_____ %	_____	_____	\$_____
42. LAND ROVER	_____ %	_____	_____	\$_____
43. MINI	_____ %	_____	_____	\$_____
44. SCION	_____ %	_____	_____	\$_____
45. SUBARU	_____ %	_____	_____	\$_____
46. VOLVO	_____ %	_____	_____	\$_____

TOTAL INVENTORY OF PARTS: \$_____

Authorized Signature_____
Typed Name and Title of Authorized Signer_____
Typed Name of Company
(Continued through Page 12)

P R O P O S A L

PRINT OR TYPE THE FOLLOWING INFORMATION:

Name of Firm or Corporation

Street Address

City

State

Zip Code

Telephone/Cell/Fax No.

Federal Employer ID Number

E-mail Address of Recipient of Contract Awards and Extensions

Date

ACCEPTED ON BEHALF OF THE CITY OF ROCHESTER FOR:

Contract No. _____ Contract Term: _____

Purchasing Agent

Date: _____

